

# **Exhibit A**

24th June 1977

AGREEMENT made the 24th day of June, 1977,  
by and between ZEMBU PRODUCTIONS, INC., c/o Marshall Morris  
Powell & Silfen, 130 West 57th Street, New York, New York  
10019 (hereinafter referred to as "Producer") and JAMES  
MTUME professionally known as "MTUME", P.O. Box 1093, Newark,  
New Jersey 07101 (hereinafter referred to as "Artist").

WITNESSETH:

1. As used herein, the following terms shall have the following meanings:

"MASTER" or "MASTER RECORDINGS" - An acetate, lacquer or wax disc, or magnetic tape or wire or such other material or device now or hereafter known, which is used or useful in the recording of sound or sound and visual images, including at Producer's option, visual reproductions (photographic or otherwise) of the performance by Artist, from which phonograph records and sight-and-sound recordings may be manufactured.

"LP" or "PHONOGRAPH RECORD ALBUM" - Shall mean one or more 12-inch, 33-1/3 rpm records, or the equivalent thereof, sold in a single package and shall include all sides, whether or not released, which are recorded hereunder.

"PHONOGRAPH RECORDS" or "RECORDS" - Shall mean phonograph records and record albums of any r.p.m. and any devices for the reproduction of sound or sound and visual images (e.g. "sight and sound" devices) on any material which may now or

hereafter be known, including, but not limited to, discs of wax, vinyl, or any other composition or pre-recorded tape, cartridges or wire.

"PRODUCER" - Shall, wherever context permits or requires herein, be deemed to mean, include and refer to the Producer named above, and all assignees, designees and licensees of the Producer named above.

"COMPOSITION" - Shall mean a musical composition or medley consisting of words and/or music, whether in the form of instrumental and/or vocal music, embodied on a master.

2. Producer hereby engages Artist to render Artist's exclusive personal services as a recording artist as Producer may require, including, without limitation, reasonable advertising and promotional services in connection with the production of phonograph records, and Artist hereby accepts such engagement and agrees to render such services for Producer to the best of Artist's ability for an initial period of one (1) year commencing the date hereof and during all extensions thereof as hereinbelow set forth (the initial period and all extensions, if any, hereinafter referred to as the "term"). Each year of the term is hereinafter sometimes called a "contract year".

3. During each contract year, Company shall request and Artist shall perform for the recording of one (1) LP phonograph record album. During each contract year Producer

shall have the right to request and upon such request Artist shall perform for the recording of one (1) additional LP phonograph record album during each contract year. Compositions to be recorded shall be mutually agreed upon by Producer and Artist and each recording shall be subject to Producer's approval as satisfactory for the manufacture and sale of phonograph records. The Masters to be recorded by Artist pursuant to this agreement shall not include masters recorded at a "live" or "in concert" performance unless Producer shall have consented in writing thereto. Upon Producer's request, Artist will record and re-record any composition until a master record which, in Producer's judgment, is commercially satisfactory shall have been obtained. All recordings shall be made upon reasonable notice to Artist at such studio and times as Producer may designate subject to Artist's reasonable availability. It is agreed that Artist shall give written notice to Producer of any date or dates that Artist shall be unavailable for recording or rerecording at least fifteen (15) days in advance of such unavailable date or dates.

In the event that, during any contract year Artist does not record the number of recordings requested by Producer pursuant to this Paragraph 3, Producer shall have the right, in addition to its other rights and remedies hereunder, to extend the expiration of the then current contract year and Artist's obligations hereunder until the expiration of four (4) months after the completion of Artist's said recording obligations. The expiration date of said four (4) month

period shall be deemed substituted for the expiration date of such contract year and the date of commencement of subsequent contract years shall be deemed extended accordingly.

4. (a) Artist warrants and represents that there is not in existence or effect any contract, arrangement or commitment for the future rendition of Artist's services in which Artist has granted to any person, firm or corporation any right or authorization to reproduce or permit or authorize others to reproduce Artist's voice or any performance by Artist for the purpose of manufacturing, selling, advertising or otherwise dealing with respect to phonograph records or allied products.

(b) Artist further warrants and represents that neither Artist nor any other person, firm or corporation has any interest in, nor will own any recordings of Artist's performances which can or may be released in connection with the manufacture or sale of phonograph records during the term hereof except which are listed on Exhibit A annexed hereto and made a part hereof.

(c) Artist covenants that during the term hereof and during any renewal term hereof, as same may be extended pursuant to Paragraphs 3, 7 and 9 hereof (and including any periods of suspension):

(i) Artist will record exclusively for Producer or as Producer may designate.

(ii) Artist will not perform for any party other than Producer in connection with, or for the purpose of, making phonograph records.

(iii) Artist will not license or authorize any other person, firm or corporation to use Artist's name, likeness or any other identification in connection with any phonograph records made in violation of, or in any manner inconsistent with this Agreement, and Producer may, in its own name or in Artist's name, take all steps necessary at law or in equity to prevent any such use.

(iv) Artist will not, without Producer's prior written consent, record hereunder any composition previously recorded by Artist, for himself or any other person, firm or corporation.

(v) Artist will not, at any time, enter into any agreement, arrangement or commitment in violation of or inconsistent with this Agreement, or which may prevent or impair Producer's full enjoyment of the rights granted Producer hereunder.

(vi) Artist will not, until five (5) years after the termination of this Agreement, or any extension or

renewal thereof, make, perform, distribute or sell or authorize or permit any other party to make, distribute or sell or otherwise deal with phonograph records (or devices for similar purposes) embodying any performance by Artist of a Composition recorded by Artist during the term of this Agreement or any extension or renewal thereof. In the event of a breach by Artist of the provisions of this sub-division (vi), then in addition to any right or remedy which Producer may have by law or otherwise, Artist shall automatically be deemed to have waived all future royalties from sales of records from such Artist's recordings which may accrue hereunder after the date of such breach.

(d) Artist further covenants that during the term of this Agreement or any extension thereof, Artist will not enter into any arrangement, commitment or agreement for Artist's rendition of his services in any manner including, without limiting the generality of the foregoing, live stage, motion picture and television performances, unless Artist shall first, in connection with such arrangement, commitment or agreement, obtain an express provision that neither such performance nor any such recording thereof will be used, directly or indirectly, for the purpose of making phonograph records unless Artist shall have obtained the express written consent of Producer which shall not be unreasonably withheld. If, during the term of this Agreement, or any extensions hereof, Artist performs in a motion picture or stage performance any musical composition, the mechanical

"first license" of which has not yet been issued or granted by the copyright proprietor thereof, Artist will use his reasonable efforts to assist Producer in procuring from said proprietor the mechanical "first license" upon terms favorable to Producer or its designee. Recordings embodying the performance by Artist reproduced from soundtracks, original cast recordings or similar reproductions with respect to which Producer has acquired the rights to reproduce and sell phonograph records made therefrom shall, at Producer's option, be deemed to be performances recorded by Artist hereunder.

(e) In the event that Producer shall enter into an agreement with CBS Records, or any affiliate thereof, to supply the services of Artist to such entity pursuant to this agreement, CBS Records or its designee shall be deemed a third party beneficiary in connection with this Paragraph 4.

5. (a) All Masters recorded during the term of this agreement and all derivatives manufactured therefrom, together with the performances embodied therein shall from the inception of their creation, be entirely and forever the property of Producer, throughout the world free from any claims whatsoever by Artist or any person, firm or corporation deriving any rights or interests from Artist; and Producer or its designee shall have the right to copyright the Masters in Producer's or its designee's name as the owner and author thereof and to secure any and all renewals of such copyright. Without limiting the generality of the foregoing, Producer shall

have the exclusive and perpetual right to all of the products of Artist's services hereunder, including, but not limited to, the exclusive right throughout the world:

(i) To manufacture, advertise, sell, lease, license or otherwise use or dispose of in any or all fields of use, and by any method now or hereafter known, throughout the world, phonograph records and other reproductions embodying the performances to be recorded hereunder, upon such terms and conditions as Producer may elect, or at Producer's discretion, to refrain therefrom. Producer makes no representation or warranty that any minimum number of records will be manufactured or sold pursuant hereto by it or any of its subsidiaries, affiliates, licensees, assignees or designees. "Single" records may be taken from an album release, and an album may contain "single" releases.

(ii) To couple on recordings, performances by Artist with performances by other artists and to require Artist to perform jointly with other artists for the purpose of producing records hereunder. Notwithstanding the foregoing, it is agreed that with respect to phonograph records embodying Masters recorded by Artist pursuant to this agreement and sold in the United States during the term of this agreement, such master recordings shall not, without Artist's written consent, which consent shall not be unreasonably withheld, be coupled on "pop singles" with master recordings not embodying Artist's

performances nor, except in respect of promotional records or recordings for use on or in means of transportation, will more than one master recording made by the Artist hereunder be so coupled on any other record without Artist's consent which consent shall not be unreasonably withheld. It is further understood and agreed, that Artist shall not be required to perform hereunder together with any such other artist unless the parties hereto shall have consented thereto, and no such joint recording shall be counted toward the fulfillment of the minimum recording obligation unless Producer shall specifically consent thereto.

(iii) To use and publish and to permit others to use and publish Artist's name, professional and actual, photograph, likeness and biographical material in connection with the sale and exploitation of phonograph records produced hereunder; to write and publish and to permit others to write and publish articles concerning Artist for advertising and trade purposes in connection with the sale and exploitation of phonograph records recorded hereunder; to use and permit others to use as descriptive of Artist a phrase identifying Artist with the label of the manufacturer or distributor of records embodying Artist's performances hereunder. Producer shall not use or authorize any direct endorsement by Artist without Artist's prior written consent which shall not be unreasonably withheld.

(iv) To release phonograph records of the Compositions performed by Artist and recorded hereunder under any names, trademarks, or labels which Producer or its licensee may, from time to time elect. It is understood and agreed that with respect to the initial release of such records in the United States, such records shall be released on the Columbia Records or Epic Records label.

(v) To publicly perform the phonograph records and to permit the public performance thereof by means of radio broadcasts, television, or by any other method now or hereafter known.

(vi) The sole, exclusive and perpetual ownership of, and in the sound recordings made hereunder, including but not limited to, all master recordings, matrices, similar devices, and records and other reproductions of the foregoing, together with all right of copyright therein now or in the future granted and the performances and all other elements and "tracks" embodied in the foregoing and in such records or reproductions and the unlimited right to use said performances, elements and tracks separately or as a whole.

(b) Producer's right, title, interest and privilege (including, without limitation, those enumerated in Paragraph

5(a) above), to, or in connection with, any of the results or proceeds of Artist's services hereunder, shall survive and remain unaffected by the expiration, suspension or termination of this Agreement.

(c) Artist represents that Artist is now a member of, or will immediately become a member of AFTRA and/or AF of M in accordance with the current applicable codes, or in with agreements between Producer and/or any assignees or designees of its rights hereunder, and will maintain such membership in good standing during the term hereof and the terms of any extensions hereof. In the event that Producer shall enter into an agreement with CBS Records or any affiliate thereof, to supply the services of Artist to such entity pursuant to this agreement, CBS Records or its designee shall be deemed a third party beneficiary in connection with this subparagraph (c).

(d) Artist acknowledges that Producer will have the right to produce, distribute, promote, advertise and sell as Producer sees fit, phonograph records recorded by other recording artists, whether or not same may be competitive with phonograph records recorded by Artist, without any limitation whatsoever, and whether or not such records recorded by other recording artists contain performances of

the same or similar or dissimilar musical compositions or other material as that recorded by Artist.

6. Conditioned upon Artist's full and faithful performance of all of the terms hereof, Producer will pay to Artist in respect of recordings made hereunder, the following total royalty upon the terms hereinafter set forth:

(a)(i) On net sales in the United States of records in the form of discs and tape, embodying performances recorded by Artist pursuant to this agreement during the first contract year of the term, a royalty of seven (7%) percent of the retail price of such records (less discounts).

(ii) On net sales in the United States of records in the form of discs and tape, embodying performances recorded by Artist pursuant to this agreement during the second and third contract years of the term, a royalty of eight (8%) percent of the retail list price of such records (less discounts).

(iii) On net sales in the United States of records in the form of discs and tape, embodying performances recorded by Artist pursuant to this agreement during the fourth and fifth contract years of the term, a royalty of nine (9%) percent of the retail list price of such records (less

discounts).

(b) On net sales outside the United States of records in the form of discs and tape, embodying performances of Artist pursuant to this agreement, the royalty rate payable hereunder shall be computed at one-half (1/2) of the applicable royalty rate otherwise payable pursuant to this agreement and shall be based upon the suggested retail list price of such records in the country of manufacture, the United States, England or the country of sale, as Producer shall elect. Such royalties shall be computed in the national currency of the country to which the retail list price so selected applies and shall be credited to Artist's royalty account hereunder at the same rate of exchange as Producer is paid.

(c) (i) With respect to records sold on a "budget label" or "special label" (as the term "special label" is defined in Paragraph 11(g) of the agreement dated August 15, 1975 between Producer and CBS Records), the royalty rate shall be one-half (1/2) of the applicable royalty rates provided for in Paragraphs 6(a) and 6(b) above.

(ii) For sales of records which include Masters subject hereto which are sold through the method known as "key outlet marketing" by distribution through retail fulfillment centers in conjunction with special advertisements on radio or television, the method known as direct mail or mail order, or by any combination of the

methods set forth above, Producer will set up a fund equal to fifty (50%) percent of Producer's royalty receipts from such sales and Artist will receive a percentage of such fund equal to a fraction the numerator of which is seven (7) and the denominator of which shall be seven (7) plus the royalty rate paid to the individual producer of the Masters. Notwithstanding the foregoing, if the individual producer of the Masters is Jerry Schoenbaum or Skip Drinkwater, Artist shall receive a sum equal to fifty (50%) percent of Producer's receipts from such sales in lieu of the aforesaid payment.

(iii) With respect to records sold through record clubs, including, without limitation, the Columbia Records Club, or other similar plans or devices, the royalty rate shall be one-fourth ( $1/4$ ) of the applicable royalty rates provided for in Paragraphs 6(a) and 6(b) above.

(d) Company shall have the right to sell records under any merchandising plans or terms it may deem desirable. No royalties shall be payable on records furnished as free or bonus records to members, applicants or other participants in any record club or to purchasers through any direct distribution method, on records distributed for promotional purposes, records sold and/or distributed to radio stations or for use on transportation facilities to promote or stimulate

the sale of phonograph records, on records shipped on a no-charge basis or on records sold for scrap or as "cut-outs" or at less than fifty (50%) percent of the wholesale price. The royalty rate on records sold for use as premiums or promotional merchandise shall be one-half (1/2) of the applicable royalty rates provided for in Paragraphs 6(a) or 6(b) above and shall be based upon the price received for such records.

(e) Producer shall have the right to license recordings to other parties (a) for the phonograph record use on a flat fee basis and (b) for all other types of use on a flat fee or royalty basis. Producer will set up a fund equal to fifty (50%) percent of Producer's royalty receipts from such sales and Artist will receive a percentage of such fund equal to a fraction the numerator of which is seven (7) and the denominator of which shall be seven (7) plus the royalty rate paid to the individual producer of the Masters. Notwithstanding the foregoing, if the individual producer of the Masters is Jerry Schoenbaum or Skip Drinkwater, Artist shall receive a sum equal to fifty (50%) percent of Producer's receipts from such sales in lieu of the aforesaid payment.

(f) Notwithstanding any of the foregoing:

(i) For purposes of computing royalties hereunder, any excise, sale or comparable or similar taxes

shall be excluded from the retail list price;

(ii) For purposes of computing royalties, that portion of the price which is, or shall be, customarily allocated by Company's licensee for packaging (such as albums, jackets, boxes or other types of package or container) shall be excluded; and

(iii) Royalties shall be computed and paid for upon one hundred (100%) percent of net sales (i.e., less returns) for which payment has been received by Producer.

Notwithstanding the foregoing sentence, royalties with respect to record clubs shall be computed and paid for upon eighty-five (85%) percent of sales (less returns) for which payment has been received by Producer.

(g) No royalties shall be payable to Artist on net sales until payment on such sales has been paid to and received by Producer. In the event Producer shall not receive payment in United States dollars in the United States and Producer shall accept payment in foreign currency, Producer may deposit to Artist's credit (and at Artist's expense) in such foreign currency, in a depository selected by Artist, any payments so received as royalties applicable to this contract

which are then payable to Artist, and Producer shall notify Artist thereof promptly. Such payments shall be held in trust for Artist's sole benefit. Deposit as aforesaid shall fulfill Producer's obligations hereunder as to record sales to which such royalty payments are applicable.

(h) In the event the recordings made hereunder or any of them are coupled on a record with other recordings, the royalty hereunder shall be based upon that portion of the price which the number of sides made hereunder which are embodied on such records bears to the aggregate number of all recordings embodied on such record.

(i) If any Master is recorded hereunder by Artist jointly with another artist or musician to whom Producer is obliged to pay a royalty in respect of such side, (i) the royalty rate to be used in determining the royalties payable to Artist in respect of such master shall be computed by multiplying the royalty rate otherwise applicable thereto by a fraction, the numerator of which shall be one and the denominator of which shall be the total number of royalty artists whose performances are embodied on such master, and (ii) in determining the portion of recording costs referred to in subparagraph (i) applicable to such Master which shall be charged against Artist's royalties, if and when earned, such proportion shall be computed by multiplying the aggregate amount of such recording costs by the same fraction used in

determining the royalties payable to Artist in respect of such master.

It is specifically understood and agreed, however, that Artist shall not be required to perform hereunder together with any such other artist or artists unless Artist shall have consented thereto, and that no such joint recording shall be counted toward the fulfillment of Artist's minimum recording obligation hereunder unless Producer shall specifically consent, in writing, to count such joint recording toward the fulfillment of such minimum recording obligation.

(j) Accountings as to royalties payable hereunder shall be made by Producer to Artist within thirty (30) days after Company is accounted to by its licensee(s), together with payment of accrued royalties, if any, earned by Artist during the preceding half year less all advances and charges under this contract. Statements need not be rendered by Producer with respect to those accounting periods during which less than Ten (\$10.00) Dollars accrued royalties are due and owing to Artist. Artist shall be deemed to have consented to all royalty statements and all other accounts rendered by Producer to Artist, and said statements and other accounts shall be binding upon Artist and not subject to any objection by Artist for any reason, unless specific objection in writing, stating the basis thereof, is given by Artist to Producer within eighteen (18) months from the date

rendered. Artist shall have the right to appoint a certified public accountant or attorney to inspect the books and records of Producer, insofar as the same pertain to the subject matter of this agreement, provided, however, that such inspection shall take place only upon reasonable notice, not more frequently than once in any calendar year during which Artist receives a statement, and at the sole expense of Artist. It is understood that royalties attributable to the sale of records recorded pursuant to this agreement shall be subject to any reserves retained by Producer's licensees and to any "free goods" policy maintained by such licensee.

(k) As between Producer and Artist, Producer will advance all costs of recording Artist in respect of recordings made hereunder, including but not limited to the cost of the following: Studio rental, engineers, tapes, instrument hire and cartage, the recording fees for artist other than Artist (including vocalist, musicians and leaders), individual producers, contractors, orchestrators, arrangers, copyists and others whose performances are embodied in the master recordings produced pursuant hereto, or whose producing services are used in connection therewith, travel and per diems for individuals involved in production of the Masters payroll taxes and the payments required to be made to the

AFM Pension Welfare Fund, the AFTRA Pension and Welfare Fund, and to any other pension or welfare funds, payment to which may be necessary by reason of contractual obligations of Producer or any assignee or licensee of Producer.

All recording costs advanced by Producer hereunder shall be charged against and deducted from royalties payable to Artist pursuant to this agreement if and when earned. In addition to any other rights Producer may have, if Artist should fail to appear or be late in appearing at the time and place designated by Producer for recording hereunder not due to circumstances beyond Artist's control, Artist agrees to pay to Producer all costs, expenses and charges incurred or paid by Producer by reason thereof.

(l) The manufacture and sale of any records made hereunder may be discontinued when, in the sole discretion of Producer, they are no longer commercially satisfactory or their further sale and manufacture ceases to be profitable or advisable.

(m) If with respect to any contract year, Producer fails to request Masters sufficient to constitute the minimum recording obligation provided for in Paragraph 3 hereof

Producer shall have no liability to Artist whatsoever, unless Artist has at all times been ready, willing and able to record same, in which event Producer's only obligation to Artist as to such recordings shall be to pay Artist at the rate of union scale in full settlement of Company's obligation in connection therewith in which event the term of this agreement shall expire upon the expiration of such contract year; provided that all payments at the rate of union scale shall be charged against and recouped from royalties due Artist.

(n) Producer shall be in sole and exclusive control of the distribution of phonograph records produced hereunder and shall have the right to distribute, market and exploit the same directly or through any subsidiary or affiliated company, franchise holder or licensee or distributor or any other person anywhere in the world, Without waiving any of its rights under the instant agreement, Producer will have the right, in good faith, to cancel contracts entered into between Producer and any third party involving the distribution of phonograph records recorded hereunder, to adjust or settle claims or disputes against it of any kind and to give rebates, credits and allowances, and to accept and/or request "returns" to such extent as it may deem necessary, reasonable or proper in its sole discretion. Phonograph records containing performances by Artist may be

sold separately or in groups with one or more other phonograph records.

7. Artist acknowledges that Artist's performances and services hereunder, and the rights and privileges granted to Producer by Artist hereunder are of a special, unique, unusual, extraordinary and intellectual character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated for in damages in an action at law, and that a breach by Artist of any of the provisions of this Agreement will cause Producer irreparable injury and damage, and Producer will be entitled to injunctive and other equitable relief to prevent Artist's breach of this agreement and Producer may, at its election, suspend this agreement and its obligation to make any payments hereunder (including accrued royalties) for any period of time during which Artist shall be in breach hereof, and at Producer's election, upon the termination of the suspension, to extend the term hereof for a period equal to the suspension period and the unexpired portion of the term prior to the suspension. In such event, all subsequent option periods shall be postponed accordingly. If royalty payments have been suspended, same shall not be resumed until Artist has

recorded the number of Masters which would have been recorded but for the suspension. The foregoing shall be in addition to any other rights for damages or otherwise which Producer may have.

8. In the event Artist should be convicted of a felony, Producer shall be entitled in addition to any other rights and remedies it may have hereunder, within thirty (30) days after such connection, to terminate the term of this agreement by notice in writing to Artist. Upon such termination, Producer shall be relieved of any liability for the executory portions of this agreement.

9. If the performance of Producer's or Artist's obligations under this agreement is delayed or becomes impossible or impracticable by reason of any act of God, fire, earthquake, strike, labor disturbance, civil commotion, acts of government, its agencies or officers, any order, war (whether or not officially declared) regulation, ruling or action of any labor union or association of artists, musicians, composers or employees affecting Producer or the industry in which it is engaged, or delays in the delivery of materials and supplies or for any similar or dissimilar reason, Producer may suspend its obligations under this agreement for the duration of such delay, impossibility or impracticability,

as the case may be. A number of days equal to the total of all such days of suspension shall be added to the then current term of this agreement. In the event that any such suspension hereunder exceeds six (6) months and shall affect only Producer, Producer or Artist may, at its option, terminate the term of this agreement by giving written notice to the other party, in which event Producer shall have no further obligation to Artist except for royalties and other amounts due (if any) from the sale of records theretofore recorded hereunder.

10. This agreement shall inure to the benefit of and be binding upon the successors, permitted assigns, executors, administrators, representatives, heirs and estates of the parties hereto. Producer may, at its election, assign without Artist's consent this agreement or any or all of its rights hereunder, or may license the same to to CBS, Inc., or any division, subsidiary or affiliate thereof, to any other top recording company, to any company owned or controlled by or under common control with Producer or to any transferee or purchaser of substantially all of Producer's assets of stock. Any other assignment may only be made with Artist's written consent which shall not be unreasonably withheld. If such assignee or licensee of Producer shall undertake to perform Producer's obligations hereunder, then, upon any such assignment, the term "Producer" as used herein shall

mean and refer to such assignee or licensee and Producer shall be free of any obligation or duties to Artist hereunder. Artist may not assign this agreement without Producer's consent.

11. Artist will, upon Producer's request, appear on dates and at film studios or other locations to be designated by Producer upon reasonable notice to Artist, for the filming, taping or other permanent fixation of audiovisual reproductions of performances to be rendered by Artist hereunder. In connection therewith, Producer or Producer's designee will make a payment to Artist, as an advance against Artist's royalties hereunder for the services performed by Artist pursuant to the terms of this Paragraph 11, within a reasonable time after the completion thereof, at the rate of appropriate union scale.

During the term hereof, Artist will from time to time, at Producer's request and expense, whenever the same will not unreasonably interfere with other professional activities of Artist, appear for photography, poster and cover art etc.; and will perform other reasonable promotional services under direction of Producer or Producer's nominees.

12. This contract sets forth the entire agreement between Producer and Artist with respect to the subject matter hereof. No modification, amendment, waiver, termination or discharge of this Agreement or any provisions hereof

shall be binding upon either party unless confirmed by a written instrument signed by such party. No waiver by a party of any provision of this contract or of any default hereunder shall affect such party's rights thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

13. Notwithstanding the acceptance of the terms hereof by Artist, this contract shall not be deemed executed, and shall not become binding upon Producer until signed by Artist and countersigned by Producer's duly authorized officer. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision hereof. This contract shall be deemed to have been made in the State of New York, and its validity, construction and effect shall be governed by the internal laws of the State of New York, applicable to agreements wholly performed therein.

14. All notices which Producer shall give to Artist hereunder and all statements, royalties and other payments which are due Artist hereunder, shall be addressed to Artist at Artist's address as first hereinabove set forth, until Artist shall give Producer written notice of a new address. All notices hereunder given to Producer shall be sent to Producer at its address first hereinabove set forth. All notices except royalties, statements and payments shall be

served by registered or certified mail, return receipt requested. The date of mailing of any such notice shall be deemed the date of the giving thereof.

15. Artist hereby grants to Producer four (4) separate options, each to renew this contract for a one (1) year term, such renewal terms to run consecutively beginning at the expiration of the initial term, all upon the same terms and conditions applicable to the initial period. Each option may be exercised by giving Artist written notice at least ten (10) days prior to the commencement of the renewal period for which the option is exercised.

The royalty rate applicable to any contract year of the term shall be the rate for masters recorded during such year and for Masters attributable to such period under Paragraph 16 hereof.

16. If Artist shall record more than the minimum number of sides during the term hereof or during any renewal term, Producer may, at Producer's election, apply all or any part of the excess sides toward the fulfillment of the minimum number of sides specified for the next succeeding renewal period.

17. Artist agrees that during the term hereof, Artist will continue Artist's activities in the field of public entertainment, and Artist will endeavor to enhance Artist's reputation.

18. Artist warrants that he is over the age of twenty-one (21) years.

19. Artist acknowledges and agrees that the name "MTUME" belongs exclusively to Producer for the purposes hereinafter set forth and Producer shall have the right to use it and authorize others to do so in connection with the manufacture, advertising and sale of phonograph records performed by Artist hereunder during the term of this Agreement and thereafter with respect to records made during the term hereof, and that Artist shall not, during the term of this agreement, as a recording artist use or authorize the use of the above name for said uses in connection with phonograph recordings, by any person, firm or corporation, or refer to Artist as a member of any group, without the express written authorization of Producer which shall not be unreasonably withheld. In the event that Producer shall enter into an agreement with CBS Records or its affiliate to furnish to such entity Artist's services pursuant to this agreement, CBS Records or its designee shall be deemed a third party beneficiary with respect to this Paragraph 19.

20. Artist agrees that in the event, in the opinion of Artist, Producer has materially breached this agreement Artist shall deliver to Producer by registered or certified mail, return receipt requested, a written notice specifying all such breache(s) and Producer shall have sixty (60) days

from the receipt by Producer of such written notice to cure such breach(s). In the event that Producer shall enter into an agreement with CBS Records or its affiliate to furnish to such entity Artist's services pursuant to this agreement, the aforesaid notice shall also be delivered by Artist by registered or certified mail, return receipt requested, to CBS Records or its designee, which at its election shall have the right to cure such breach. Such alleged breach(s) shall not be grounds for termination of this agreement until the expiration of said sixty (60) day period and unless during said sixty (60) day period Producer or CBS Records or its designee has not substantially cured same.

21. Producer agrees to pay to Artist, the following sums which shall be advances against, and deductible from, any and all royalties and other sums which shall become payable to Artist pursuant to this agreement:

(a) (i) Seven Thousand (\$7,000) Dollars payable one-half (1/2) upon execution of this agreement and the balance upon completion of recording by Artist of technically satisfactory Masters constituting the first LP phonograph record album to be recorded during the first contract year of the term; (ii) Seven Thousand (\$7,000) Dollars payable upon completion of recording by Artist of technically satisfactory Masters constituting each LP to be recorded during the first contract year of the term subsequent to the first LP phonograph recording of the first contract year.

(b) Eight Thousand Five Hundred (\$8,500) Dollars payable upon completion of recording by Artist of technically satisfactory Masters constituting each LP phonograph record album to be recorded during the second contract year of the term hereof.

(c) Ten Thousand (\$10,000) Dollars payable upon completion of recording by Artist of technically satisfactory Masters constituting each LP phonograph record album to be recorded during the third contract year of the term hereof.

(d) Twelve Thousand Five Hundred (\$12,500) Dollars payable upon completion of recording by Artist of technically satisfactory Masters constituting each LP phonograph record album to be recorded during the fourth contract year of the term hereof.

(e) Fifteen Thousand (\$15,000) Dollars payable upon completion of recording by Artist of technically satisfactory Masters constituting each LP phonograph record album to be recorded during the fifth contract year of the term hereof.

22. (a) Producer agrees provided Artist is not at any time in material breach of this agreement, or any part thereof, and provided Producer is in receipt of newly recorded, satisfactory Masters (edited and mixed) ready for Producer's or its designee's manufacture of phonograph records derived therefrom under Producer's or its designee's normal release schedule, together with all necessary licenses, consents, approvals and permissions, to cause the commercial release in the United States of one (1) LP phonograph record during each Contract Year within ninety (90) days after the date Producer shall have delivered or caused to be delivered such LP to Producer's designee for manufacture and distribution.

(b) It is understood and agreed that if, during any Contract Year, Producer shall have failed to cause the release in the United States of the minimum number of records provided for in subparagraph (a) above, Artist shall have the right to notify Producer in writing of such failure within fifteen (15) days after the end applicable 90-day period referred to in subparagraph (a) above. If Producer does not, within one hundred twenty (120) days after Producer receives such notice from Artist, cause the commercial release in the United States of the applicable LP not previously released, it is specifically understood and agreed that Producer shall have no liability whatsoever to Artist, and Artist's only remedy shall be to terminate this agreement by written notice to Producer within fifteen (15) days following the expiration of such one hundred twenty (120) day period.

23. (a) Artist shall assist Producer in obtaining mechanical licenses from the copyright proprietors of musical compositions embodied upon the Masters delivered to Producer hereunder, which licenses shall be in the general form utilized by The Harry Fox Agency, Inc., or otherwise acceptable to Producer. The mechanical licenses for musical compositions recorded pursuant to this agreement which are written or composed, in whole or in part, by Artist, or owned or controlled directly or indirectly, by Artist or by any person,

firm or corporation associated or affiliated with Artist ("Controlled Composition") shall be licensed to Producer at the rates set forth below and such mechanical licenses shall also provide that mechanical royalties shall only be payable on records for which royalties are payable pursuant to Paragraph 6 hereof:

(i) Two (2¢) cents per Controlled Composition;

(ii) Notwithstanding the rate specified in division (i) above, it is specifically understood and agreed that the maximum copyright royalty rate which Producer will be required to pay in respect of an LP phonograph record album or its equivalent ("LP") made hereunder, regardless of the number of Compositions contained thereon, shall be twenty (20¢) cents. Without limiting Producer's rights pursuant to the foregoing, sentence, in the event that an LP contains other Compositions in addition to Controlled Compositions and the aggregate copyright royalty rate for said LP shall exceed twenty (20¢) cents, it is specifically understood and agreed that the aggregate rate for the Controlled Compositions contained thereon shall be reduced by the aforesaid excess over twenty (20¢) cents.

(b) Notwithstanding anything to the contrary contained in sub-paragraph (a) above, it is specifically understood and agreed that in the event legislation increasing the statutory copyright royalty rate in the United States shall become effective and, as a result of such legislation, Producer shall pay any artist then currently under contract to Producer for such artist's compositions recorded by him

for Producer a rate in excess of two (2¢) cents per composition, Producer shall pay Artist in respect of Controlled Compositions thereafter recorded by Producer such higher rate, but in no event more than the new statutory rate for each Controlled Composition. It is further understood and agreed that in the event the applicable copyright royalty rate in respect of Controlled Compositions licensed by Producer hereunder is increased pursuant to the provisions of this sub-paragraph (b), Producer shall similarly increase the aggregate copyright royalty rate payable pursuant to the provisions of sub-paragraphs (a)(ii) hereof on a proportionate basis. This provision shall apply only to Controlled Compositions recorded by Producer after the effective date of any such legislation.

24. Artist agrees to and does hereby indemnify, save and hold Producer harmless of and from any and all loss and damage (including reasonable attorneys' fees) arising out of or connected with any claim by any one or more third parties which is inconsistent with any of the warranties, representations, and/or agreements made by Artist herein, and agrees to reimburse Producer on demand for any payment made by it at any time with respect to any liability or claim to which the foregoing indemnity applies. Pending the determination of any claim, Company may withhold all sums consistent with any such claim due Artist pursuant to the provisions of this

agreement. The foregoing indemnity shall not apply to any claimed settled without Artist's consent, which consent shall not be unreasonably withheld.

25. Wherever in this agreement Artist's approval or consent is required, Producer may require Artist to formally give or withhold such approval or consent by giving Artist written notice requesting the same and by furnishing Artist with the information or material in respect of which such approval or consent is sought. Artist shall give Producer written notice of approval or disapproval within three (3) business days after such notice is received by Artist. In the event of disapproval or no consent, the reasons therefor shall be stated. Failure to give such notice to Producer aforesaid shall be deemed to be consent or approval.

26. Artist hereby consents and submits to the jurisdiction and venue of the supreme court of the State of New York, New York County, and the United States District Court for the Southern District of New York for the adjudication of any dispute between Artist and Producer arising out of or relating to this Agreement or the alleged breach thereof, and Artist further agrees that any process of such Courts issued in connection with the adjudication of any such dispute may be served upon Artist by certified or registered mail and that such service by mail shall be of the same force and effect as if such process had been personally served upon Artist within New York State.

27. Producer and Artist shall mutually select the individual producer of the masters embodying Artist's performances subject hereto. In the event Producer and Artist cannot mutually agree on the selection of an individual producer within thirty (30) days from the commencement of this agreement or if Producer or Artist wishes to select a different producer, and if Producer and Artist cannot mutually agree on the selection of a substitute producer within thirty (30) days from the date Producer or Artist notifies the other of its desire to select a new individual producer, then the then current contract year shall be automatically suspended until such time as a producer is selected, and such contract year shall be extended by the number of days of such suspension and the dates for the exercise of subsequent options and the commencement of subsequent contract years shall be extended accordingly.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ZEMBU PRODUCTIONS, INC.

By

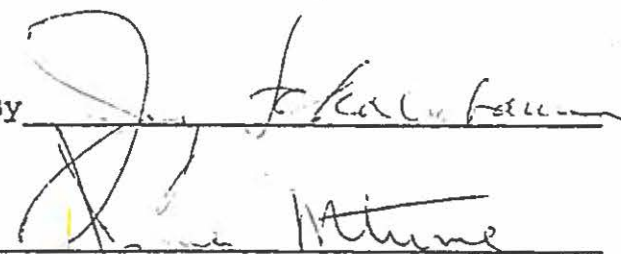
  
JAMES MTUME professionally  
known as MTUME

EXHIBIT "A"

"REBIRTH CYCLE"

Gordon Records

"LAND OF THE BLACKS"

Strata-East Records